

# PROSPECTIVE REAL ESTATE BUYER CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (“Agreement”) is made and agreed to by

South Texas Realty Services, hereinafter known as the “Landlord” and/or “Landlord’s Agent”, and \_\_\_\_\_, hereinafter known as the “Prospective Purchaser” and/or “Purchaser’s Agent”.

This Agreement is in regards to Industrial Communications (1.56 Acres), hereinafter known as the “Property”.

The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of any listing agreement between the Landlord and Landlord’s Agent. Prospective Purchaser has requested information from Landlord or Landlord’s Agent for the purpose of evaluating a possible acquisition of the Property. The information requested, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. Prospective Purchaser will not disclose, permit the disclosure of, release, disseminate, or transfer any information obtained hereunder (“Information”) to any other person or entity.
2. If Prospective Purchaser is a corporation, partnership, limited liability company, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from the Landlord and/or Landlord’s Agent, now or in the future, which is not readily available to the general public. Prospective Purchaser understands that all Information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Landlord and/or Landlord’s Agent.
4. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time or in any manner be used for any other purpose.

5. Prospective Purchaser shall not contact directly any persons concerning the Property other than Landlord and/or Landlord's Agent without their written permission. Such persons include, without limitation, Landlord's employees, suppliers and tenants.

6. Neither the Landlord or Landlord's Agent make any representation or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Prospective Purchaser assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Landlord and Landlord's Agent with respect to the same.

7. The persons signing on behalf of Prospective Purchaser represents that they have the authority to bind the party for whom they sign.

8. This Agreement shall be governed and construed in accordance with the laws in the State of Texas.

**Landlord's Agent Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

**Prospective Purchaser's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

**Purchaser's Agent Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_